

# AGENDA FOR THE PLAN COMMISSION

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Members noticed must notify the person who prepared agenda (see below) at least 24 hours before the meeting as to whether they will not be able to attend this meeting.

**Date and Time:** Tuesday, October 15, 2019, **5:15 PM**  
**Location:** Council Chambers, Municipal Building, 101 South Blvd., Baraboo, Wisconsin  
**Plan Comm Notices:** Mayor Palm, P. Wedekind, D. Thurow, R. Franzen, P. Liston, J. O'Neill, T. Kolb, D. Marshall  
**Others Noticed:** T. Pinion, E. Geick, E. Truman, Dave Mowers, Tim Moy, Tom Turbett, Jerzy Maj, Brian Kehrli, Library, and Media.

## **PETITIONERS OR REPRESENTATIVES MUST BE PRESENT OR SUBJECT WILL NOT BE HEARD BY THE COMMISSION!**

### **1. Call to Order**

- a. Note compliance with the Open Meeting Law.
- b. Roll Call
- c. Approve agenda.
- d. Approve September 17, 2019 meeting minutes.

### **2. Public Invited to Speak** (Any citizen has the right to speak on any item of business that is on the agenda for Commission action if recognized by the presiding officer.)

### **3. Public Hearing**

- a. Public Hearing to consider a request from TMBD Properties, LLC (Owner), and Baraboo Area Homeless Shelter, Inc. (Applicant) for a Conditional Use Permit to allow a Community Living Arrangement in an R-4, Four- through Twelve-Family Residential District, located at 1200 Silver Circle, City of Baraboo, Wisconsin.

### **4. New Business**

- a. Request for a Conditional Use Permit to allow a Community Living Arrangement in an R-4, Four-through Twelve-Family Residential District, located at 1200 Silver Circle, City of Baraboo, Wisconsin, by TMBT Properties, LLC (Owner), and Baraboo Area Homeless Shelter, Inc. (Applicant).
- b. Consider request for Conditional Use Permit for an Electronic Variable Message Sign for the Sauk County Innovation Center at 201 8<sup>th</sup> Avenue, in a B-1 Central Business zoning district, by Beancounter Investments LLC.
- c. Consider a request to rezone a portion of the 5.3-acre parcel located on the north side of South Blvd, between State Rd 136 and Commerce Avenue (formerly occupied by the Honey Boy Mobile Home Park), from its current B-3 Highway Oriented Business zoning classification to an I-3 Industrial/Business or I-4 Planned Industrial/Business zoning classification for a Self Service Storage Facility, by Jerzy Maj, d/b/a Maj 3 LLC.
- d. Review and recommendation to revise list of Permitted and Conditional Uses in a B-2 Neighborhood Business zoning district.

### **5. Adjournment**

Phil Wedekind, Mayor Designee  
Agenda prepared by Kris Jackson, 355-2730, Ext. 7309  
Agenda Posted by Kris Jackson on October 11, 2019

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**PLEASE TAKE NOTICE**, that any person who has a qualifying as defined by the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format, should contact the Municipal Clerk, 101 south Blvd., or phone 355-2700, during regular business hours at least 48 hours before the meeting so that reasonable arrangements can be made to accommodate each request.

It is possible that members of, and possibly a quorum of members of, other governmental bodies of the City of Baraboo who are not members of the above Council, committee, commission or board may be in attendance at the above stated meeting to gather information. However, no formal action will be taken by any governmental body at the above stated meeting, **other than the Council, committee, commission, or board identified in the caption of this notice.**

**FOR INFORMATION ONLY, NOT A NOTICE TO PUBLISH.**

**Minutes of Plan Commission Meeting September 17, 2019**

**Call to Order** – Phil Wedekind called the meeting of the Commission to order at 5:15 PM.

**Roll Call** – Present were Phil Wedekind, Dennis Thurow, Roy Franzen, Pat Liston, Jim O'Neill, Tom Kolb, and Dee Marshall.

Also in attendance were Tom Pinion, David Mitchell, Tom Turbett, Barb Bates, Laurette Greenhalgh, and Tim Moy.

**Call to Order**

- a. Note compliance with the Open Meeting Law. Wedekind noted compliance with the Open Meeting Law.
- b. Agenda Approval: It was moved by Kolb, seconded by Franzen to approve the agenda as posted. Motion carried unanimously.
- c. Minutes Approval: It was moved by Franzen, seconded by Kolb to approve the minutes of the August 20, 2019 meeting. Motion carried unanimously.

**Public Invited to Speak** (*Any citizen has the right to speak on any item of business that is on the agenda for Commission action if recognized by the presiding officer.*) – There were no speakers.

**Public Hearings:**

- a. Public Hearing to consider a request of D Mitchell LLC for a Conditional Use Permit to convert the existing two-unit residential dwelling to two Side-by-Side Attached Single-Family residential dwellings in an R-3 Three-and Four-Family Residential zoning district, located at 1320/1322 Lake Street, City of Baraboo, Wisconsin - There being no speakers, the hearing was declared closed.
- b. Public Hearing to consider a request by Beancounter Investments, LLC for a Conditional Use Permit for an electronic variable message sign at the Sauk County Innovation Center at 201 8<sup>th</sup> Avenue, in a B-1 Central Business zoning district, City of Baraboo, Sauk County – Laurette Greenhalgh, 424 S. Pie Street, Ft. Atkinson, Wisconsin introduced herself to the Commission. She said that she owns the property at 130 8<sup>th</sup> Avenue, along with her siblings and spoke in opposition to the conditional use request. Greenhalgh cited her main concerns for opposition were the location, the hill, the amount of traffic, the trouble already seen at this intersection, the older nature of the neighborhood, and the great job that the City has done in keeping these type of signs out away from the center of town and out to the edges where it makes more sense for them to be. She asked the Commission not grant the request for the variable message sign at 201 8<sup>th</sup> Avenue.

**New Business**

- a. Request for a Conditional Use Permit to convert the existing two-unit residential dwelling to two Side-by-Side Single-Family Attached Residential Dwellings in an R-3, Three- and Four-Family Residential zoning district, located at 1320/1322 Lake Street, City of Baraboo, Wisconsin, by D Mitchell LLC – David Mitchell introduced himself to the Commission. Pinion presented the background for the request to the Commission. He said that this property is currently under construction and Mitchell is looking to sell them individually. It was moved by Liston, seconded by Franzen to approve the Conditional Use Permit for two Side-by-Side Single-Family Attached Residential Dwellings 1320/1322 Lake Street upon completion. On roll call vote for the motion, Ayes – Thurow, Franzen, Liston, O'Neill, Kolb, Marshall, and Wedekind. Nay – 0, motion carried 7-0.
- b. Review and Approve a two lot Certified Survey Map for side-by-side attached single-family residential dwellings at 1320/1322 Lake Street, in an R-3 One- to Four-Family Residential zoning district, by Mitchell LLC – Pinion gave background, saying it meets all minimum regulations for side-by-side single-family attached dwellings. It was moved by Kolb, seconded by Franzen to approve the two lot Certified Survey Map as presented upon occupancy permit. On roll call for the motion, Ayes – Franzen, Liston, O'Neill, Kolb, Marshall, Wedekind, and Thurow. Nay – 0, motion carried 7-0.
- c. Request for Conditional Use Permit for an Electronic Variable Message Sign for the Sauk County Innovation Center at 201 8<sup>th</sup> Avenue, in a B-1 Central Business zoning district, by Beancounter Investments LLC – Tom Turbett, Rainbow Signs, Wisconsin Dells introduced himself to the Commission. Turbett presented the background for the request to the Commission. He said that the best way to get all potential tenants represented would be with a variable message sign, following all DOT standards. Tim Moy presented the background of the building to the Commission. Liston moved, O'Neill seconded to delay this request until the October Plan Commission meeting pending Police Department review. Kolb feels that the DOT does examine these things and the way that this sign was described, the Commission has been good about when they are approved and where they are taking all items in to consideration. He does not see anything that was presented at the meeting that would be distracting, it is within 4 inches of the existing sign. Marshall said she feels that a condition should be that all images displayed should be still images. It was stated that this is already in the ordinance. On roll call for the motion, Ayes – Franzen, Liston, O'Neill, and Wedekind. Nay – Kolb, Marshall, and Thurow. Motion carried 4-3. Moy voiced his frustration.
- d. Consider the Elimination of Automobile Sales & Service as a Permitted Use in a B-2 Neighborhood Business District – Pinion stated there are only three areas remaining zoned B-2. Kolb said the B-2 District is very specific in terms of neighborhood, and used cars are not. He said to eliminate used car sales would be a good idea. Marshall asked if this could be expanded to eliminate boat and trailer sales. Kolb said that he would like to revisit the permitted uses and the conditional uses in the B-2 zoning at the next meeting. Kolb moved, Liston seconded to eliminate automobile sales and service in the B-2 district. On roll call vote for the motion, Ayes – Liston, O'Neill, Kolb, Marshall, Wedekind, Thurow, and Franzen. Nay – 0, motion carried 7-0.

**Adjournment** - It was moved by Liston, seconded by Kolb to adjourn at 5:48 p.m. The motion carried unanimously.

Phil Wedekind, Mayor Designee



**PLAN COMMISSION ITEM SUMMARY**  
**October 15, 2019**

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**SUBJECT: REQUEST FOR A CONDITIONAL USE PERMIT TO ALLOW A COMMUNITY LIVING ARRANGEMENT IN AN R-4, FOUR- THROUGH TWELVE-FAMILY RESIDENTIAL DISTRICT, LOCATED AT 1200 SILVER CIRCLE, CITY OF BARABOO, WISCONSIN, BY TMBT PROPERTIES, LLC (OWNER), AND BARABOO AREA HOMELESS SHELTER, INC. (APPLICANT)**

**SUMMARY OF ITEM A:** Baraboo Area Homeless Shelter LLC is seeking approval to operate a homeless shelter in the existing building located at 1200 Silver Circle and their application is included in the packet. Following is the definition of a Community Living Arrangement contained in our Zoning Code.

**COMMUNITY LIVING ARRANGEMENT.** A homeless or safe haven shelter providing short-term residential assistance to a defined service population; any of the following facilities licensed or operated, or permitted under the authority of the State of Wisconsin Department of Health and Family Services: child welfare agencies under §48.60, Wisconsin Statutes, group homes for children under §48.02(7), Wisconsin Statutes, and community based residential facilities under §50.01, Wisconsin Statutes; but does not include day care centers, nursing homes, general hospitals, special hospitals, prisons, jails or juvenile secured or unsecured detention centers

The building at 1200 Silver Circle was originally built in 1994 and was reportedly built as a nursing home. It was later converted to an Assisted Living facility (Harbor House). The building is subject to the State of Wisconsin's Commercial Building Code, which is the 2012 version of the International Building Code (IBC). It is my understanding that pursuant to the IBC, a Nursing Home is classified as an Institutional use whereas a Homeless Shelter is classified as a Residential use. This suggests that the proposed use for this building would constitute a change in use, which triggers the need for State-Approved Plans. The applicant has engaged the services of an architect to complete a code review for the proposed use of this building.

If the Commission favorably reviews this request, I would suggest that a condition requiring state-approved plans be considered.

**COMPLIANCE/NONCOMPLIANCE:**

Pursuant to Section 17.37 – *Conditional Use Review and Approval*, I have found the application to be complete and have reviewed it for compliance with the ordinance.

**ACTION: Approve / Deny Conditional Use Permit (with certain conditions?)**

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**SUBJECT: CONSIDER REQUEST FOR CONDITIONAL USE PERMIT FOR AN ELECTRONIC VARIABLE MESSAGE SIGN FOR THE SAUK COUNTY INNOVATION CENTER AT 201 8<sup>TH</sup> AVENUE, IN A B-1 CENTRAL BUSINESS ZONING DISTRICT, BY BEANCOUNTER INVESTMENTS LLC.**

**SUMMARY OF ITEM B:** This item was postponed at the last meeting pending review of this matter by the Police Department. I consulted the Police Chief on this matter to see if there were any concerns with this sign as it relates to traffic safety. He did not have any concerns with the proposed sign as long as it was operated in accordance with the DOT's standards, as a minimum. The Zoning Code regulations are stricter than the DOT's standards. Following is an excerpt from the definitions section of our Zoning Code:

Electronic Variable Message Sign. A sign that displays messages where the message may be changed electronically, either by using a frame by frame display or by scrolling the message. This sign shall not change the message displayed at intervals of less than two seconds, not shall a

scrolling message travel at a rate slower than 16 light columns per second or faster than 32 columns per second. This sign shall only display letters or numbers of no art animations or graphics may be displayed. This sign shall not contain, include or be illuminated by lights or illuminations that flash, scintillate, blink, flicker, vary in intensity, nor shall such signs be illuminated to a degree of brightness that is greater than necessary for adequate visibility, using standards applied by the Wisconsin Department of Transportation.

For comparison sake, the following is a summary of the DOT's standards for variable message signs as contained in Section 84.30(4)(bm) Stats, which basically says the message must be:

- completely static while displayed
- be displayed for 6 seconds or more
- change within 1 second
- lighted only to the brightness needed to make it visible, so that it is not hazardous to motorists – must not flash

**COMPLIANCE/NONCOMPLIANCE:**

Pursuant to Section 17.37 – Conditional Use Review and Approval, I have found the application to be complete and have reviewed it for compliance with the ordinance.

**ACTION:** Approve / Deny Conditional Use Permit (with certain conditions?)

**SUBJECT: CONSIDER A REQUEST TO REZONE A PORTION OF THE 5.3-ACRE PARCEL LOCATED ON THE NORTH SIDE OF SOUTH BLVD, BETWEEN STATE RD 136 AND COMMERCE AVENUE (FORMERLY OCCUPIED BY THE HONEY BOY MOBILE HOME PARK), FROM ITS CURRENT B-3 HIGHWAY ORIENTED BUSINESS ZONING CLASSIFICATION TO AN I-3 INDUSTRIAL/BUSINESS OR I-4 PLANNED INDUSTRIAL/BUSINESS ZONING CLASSIFICATION FOR A SELF-SERVICE STORAGE FACILITY, BY JERZY MAJ, D/B/A MAJ 3 LLC.**

**SUMMARY OF ITEM C:** The applicant recently purchases this property (formerly occupied by the Honey Boy Mobile Home Park) and would like to rezone the property to allow them to develop approximately 3.8 acres so it can be developed as a self-service storage facility. The property is currently zoned B-3, which does not allow the proposed use. The applicants are indifferent to the new zoning classification as long as it allows the sale of used automobiles. Their desired use is allowed in both the I-3 and I-4 districts.

The City has not previously approved rezoning only a portion of an existing parcel. Should the Commission favorably review this matter, it should be conditioned on the review and approval of a Certified Survey Map to subdivide the property as shown on the attached concept plan. It is worth noting that this property would also need a Conditional Use Permit if it is rezoned since it is located in the Conditional Use Overlay District.

**COMPLIANCE/NONCOMPLIANCE:**

Pursuant to Section 17.11 – Zoning Changes and Amendments, I have found the application to be complete and have reviewed it for compliance with the ordinance.

**ACTION:** Forward to Common Council for a Public Hearing on the Rezoning with a recommendation to Approve/Conditionally Approve/or Deny the Proposed Rezoning to an I-3 Industrial/Business or I-4 Planned Industrial/Business zoning classification.

**SUBJECT: CONSIDER THE ELIMINATION OF AUTOMOBILE SALES & SERVICE AS A PERMITTED USE IN A B-2 NEIGHBORHOOD BUSINESS DISTRICT.**

**SUMMARY OF ITEM D:** At last month's meeting, the Plan Commission considered a request to rezone property on 8<sup>th</sup> Street to allow a proposed use for Automobile Sales and Service. Although this request was denied, the Commission expressed a desire to review the list of Permitted and Conditional Uses in the B-2, Neighborhood Business. If the Commission decides to modify these uses, a Zoning Code Amendment would be necessary to eliminate this use from Permitted Uses in a B-2 district.

**COMPLIANCE/NONCOMPLIANCE:**

Pursuant to Section 17.11 – Zoning Changes and Amendments

**ACTION:** Forward to Common Council for a Public Hearing on the Zoning Code Amendment with a recommendation to amend the Section 17.28 of the Zoning Code to revise the list of permitted and/or conditional uses in the B-2 zoning district.

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For Office Use:	Date		Date
<input type="checkbox"/> Application given by _____	_____	<input type="checkbox"/> Referred to Council	_____
<input type="checkbox"/> Received by Bldg. Inspector	_____	<input type="checkbox"/> Public Hearing Set	_____
<input type="checkbox"/> Fee received by Treasurer	_____	<input type="checkbox"/> Date Notices Mailed	_____
<input type="checkbox"/> Building Insp. Certified	_____	<input type="checkbox"/> Public Hearing Published	_____
<input type="checkbox"/> Filed with City Clerk	_____	<input type="checkbox"/> Public Hearing Held	_____
<input type="checkbox"/> Referred for Staff Review	_____	<input type="checkbox"/> Plan Meeting Action	_____

**City of Baraboo**  
 101 South Blvd.  
 Baraboo, WI 53913  
 (608) 355-2730 phone  
 608 355-2719 fax

### APPLICATION FOR CONDITIONAL USE PERMIT

(A non-refundable fee must accompany this application upon filing. -\$250 if public hearing required, or \$100 if no public hearing required.)

PAID  
 OCT 01 2019  
 CITY OF BARABOO

#### FOR TREASURER USE ONLY

Receipt # \_\_\_\_\_  
 Account # 100-22-4440

Date of Petition: 09/23/2019

The undersigned, being all the owners of the real property covered by this conditional use request hereby petition the City of Baraboo Plan Commission as follows:

1. Name and address of each owner: (Please attach additional pages as necessary.)

TMBD Properties, LLC  
E10890 Penny Lane  
Baraboo, WI 53913

2. Name and address of applicant if not an owner. Describe interest in site (if tenancy, attach copy of current lease):

Baraboo Area Homeless Shelter, 1/0 St Joseph's Catholic Parish, 300 2nd St.  
Tenant Baraboo, WI 53913

3. Address of site: 1200 Silver Circle

4. Tax parcel number of site: 2745 - 01000

5. Accurate legal description of site (state lot, block and recorded subdivision or metes and bounds description) (Attach copy of owner's deed):

S 11-11-6 PRT NW 1/4 NE 1/4 Parkside Subdivision Lot 10 0.58A

6. Present zoning classification: Residential -4

7. Requested conditional use: Community Living Arrangement. Homeless shelter operating year round with supportive services to assist clients in rehousing, and personalized care management. We intend to serve qualified men, women and children, with total capacity of 32 guests.

8. Brief description of each structure presently existing on site:

One 4600 sq. ft. structure, 1 story. Contains 9 bedrooms, 2 1/2 bathrooms, 2 large multipurpose spaces, 2 offices, utilities.  
Fronted by parking lot with approximately 8 spaces.

9. Brief description of present use of site and each structure on site:

Structure currently vacant. Used for storage.

10. Brief description of any proposed change in use of structures if request for conditional use is granted: (include change in number of employees on site)

Will use for Homeless Shelter for up to 32 guests. Addition of up to 5 full and part-time employees.

11. The following arrangements have been made for serving the site with municipal sewer and water:

site has municipal water and sewer.

12. Name, address, and tax parcel number of the owners of each parcel immediately adjacent to the boundaries of the site and each parcel within 200 feet including street and alley right-of-way of each exterior boundary of the site (see section 17.37(3)(a) of City Code.)

See addendum

13. A scale map or survey map must be attached showing the following: (Note: This section is not required for home occupation requests; skip to 14.) (see section 17.37(2)(a) of City Code.)

- Location, boundaries, dimensions, uses, and size of the site and structures and its relationship to adjoining lands.
- The approximate location of existing structures on the site, easements, streets, alleys, off street parking, loading areas and driveways, highway access and access restrictions, existing street, side and rear yards, proposed surface drainage, grade elevations.

14. State in detail, the evidence indicating proof that the proposed conditional use shall conform to each of the standards for conditional uses set forth in section 17.37(2)(b) of the City Zoning Code.

See addendum

WHEREFORE, the undersigned property owners hereby state that the foregoing information and all attachments to this Petition are true and correct to the best of our knowledge.

Notice to Property Owner: Conditional use permits, if granted, are subject to a 10 day appeal waiting time.

Dated this 1 day of October, 2019.

Darrell W. Jones  
Property owner

for Baraboo Area  
Homeless Shelter

\_\_\_\_\_  
Property owner

I certify that that I have reviewed this application for completeness.

Date: \_\_\_\_\_ Zoning Administrator: \_\_\_\_\_



ADDENDUM TO APPLICATION FOR CONDITIONAL USE PERMIT

12. Tax parcels

2745-006 aka 1125A Silver Drive, 2745-007 aka Silver Drive lot, 2745-008 aka 1125 B Silver Drive, 2745-014 Silver Drive, 2745-015 1132 Silver Drive  
WINQUEST PROPERTIES LLC  
PO BOX 59  
COTTAGE GROVE, WI 53527-0000

2745-003 aka 1115 Silver Drive and 1119 Silver Drive  
AUTUMN PROPERTIES LLC  
% DUANE REED  
PO BOX 180469  
DELAFIELD, WI 53019-0469

2745-009 aka 1114 Silver Drive  
ACKER FIVE LLC  
5147 US HWY 12  
MIDDLETON, WI 53562

1154-514 no address  
WISCONSIN POWER AND LIGHT CO  
PO BOX 77007  
MADISON, WI 53707-1007

2745-013 1200, 1210, 1220, 1300, 1310, 1320, 1330, 1340, 1350 Walnut St.  
FOX POINT APTS LLC  
201 AIR PARK DR  
WATERTOWN, WI 53094-0000

14. The proposed conditional use for 1200 Silver Circle is in harmony with the purposes, goals, objectives, policies and standards of the city's comprehensive plan. On p. 142, the master plan states that the State of Wisconsin's "Smart Growth" legislation requires the city to provide a range of housing options, including those that meet needs of persons with low income and/or special needs. On the same page, the master plan notes the city's participation in the Housing Cost Reduction Initiative through the Wisconsin Housing and Economic Development Authority. That program, among other things, funds homeless prevention efforts and related housing initiatives. Every city government has a responsibility to care for the needs of its citizens, especially for its most vulnerable, so permitting spaces for persons experiencing homelessness to connect with resources and personalized case management is in the City's interest, both financially and otherwise.

(b,c,d,e) The proposed conditional use poses little impact to the surrounding nearby property, which is made up entirely of large, multi-family apartment dwellings and one secured memory care facility. The proposed conditional use's capacity is similar to the capacity of nearby units. Based on similar facilities in county-seat sized communities in Wisconsin, there is likely to be little to no public safety impact on the surrounding neighborhood by presence of this facility in this location, and the calls that will result to police and/or EMS will be broadly similar to other kinds of housing situations where 30 people can simultaneously reside. This facility is unlikely to result in significant automobile traffic, as approximately 66-75% of the persons staying in the facility will not have cars.

The proposed facility will have a net positive impact on public health and safety, as it gives vulnerable persons experiencing homelessness in our city a place to be protected from the elements, a program to complete that will result in housing placement and, we hope, an end to their experience of homelessness, and thus we expect that its presence will more than outweigh the minor impact we expect the shelter to have on police/EMS service.

(f) The proposed use will not endanger public health, safety, morals, comfort, general welfare, and it does not conflict with the spirit or intents of the code. Because we expect surrounding properties to barely even notice that this facility exists, we do not anticipate any impact on surrounding properties value or enjoyment. Property values analysis surrounding the property of Hope Through Christ Ministries on South Parkway, where the city's previous warming shelter was housed, show that the 9 closest properties to that building appreciated value at a rate faster than the median property in the City of Baraboo during the years the warming shelter operated. This proposed use is similar to a large, multi-family apartment complex, and it will not impede development or improvement for other uses in the neighborhood. The proposed use receives municipal water and sewer service, and will have its eavespouts, gutters, exterior lighting and landscaping improved.

The paved parking area has parking spaces for approximately 9 vehicles, including two handicapped spaces. We recognize this is likely to be slightly small for this use. However, based on data from the previous warming shelter in Baraboo and River Haven Homeless Shelter in

Portage, we expect that only about 25-33% of the clients we will be serving at any given time will have a car, meaning 8-10 clients when the shelter is completely full. We also will have 1-2 employees with cars who will not always be in the building at the same time. Since street parking is at a premium in that neighborhood, especially during alternate-side parking rules, we would like to propose the following plan. Since our demand for parking is not entirely clear, and since asphalt is prohibitively expensive, we would like to include a question in our client intake procedure about whether each individual checking into the shelter has a car, and to track at least daily how many parking spaces are being used. If, between the issuance of a Conditional Use Permit and July 1, 2020, our use of this property results on 3 or more cars using street parking 50% of the time or more, we will commit to expanding the parking lot prior to October 1, 2020.

Regular snow removal from the parking lot is required by the owners of this property, and will be completed promptly.

This use otherwise conforms to all regulations for the zone in which it resides.

Please see the attached tentative operations manual and procedures document for more information.



## **[TENTATIVE] POLICY AND OPERATIONS MANUAL**

**Adopted September xx, 2019**

**Several policies yet to be adopted are not yet included here.**

## Table of Contents

Mission & Vision  
Programming  
Risk Management  
Support Services  
Case Management



## **MISSION AND VISION**

*Mission Statement:* Baraboo Area Homeless Shelter exists to operate a safe, financially responsible homeless shelter focusing on the whole person: physical, emotional, relational and spiritual, so that persons experiencing homelessness can transform their lives.

*Vision Statement:* Through robust partnerships with government and community agencies, Baraboo Area Homeless Shelter seeks to enable persons experiencing homelessness to receive the services and support they need to find stable, permanent housing. BAHS provides programming tailored to the specific needs of each individual client, helping each person to learn, grow and heal, in a context that honors their dignity and worth.

## **PROGRAMMING**

**Target Community:** Baraboo Area Homeless Shelter provides support services to homeless single adult women and families with minor children, and to homeless single adult men, in addition to persons at risk of homelessness, to enable them to access and maintain stable housing. All services are provided with respect and dignity; free of discrimination.

### **Hours of Operation:**

The shelter operates 24 hours a day. Single men and women are expected to leave the premises by 9:00am to complete activities leading to stable housing and employment in the community.

Individual case management programming at the shelter or elsewhere is available by appointment only.

Families with minor children not enrolled in school may remain in the shelter 24 hours a day pending staff approval and availability.

No clients are permitted to remain in the facility without the presence of adequate staff supervision.

### **Participant expectations:**

Participants shall not possess drugs, alcohol, drug paraphernalia or weapons. Clients' possessions are subject to search as a part of intake processing. Verbal abuse of staff, volunteers or other clients is not permitted.

Clients who appear to be under the influence of alcohol or drugs will not be denied service unless safety to self or other is compromised. (see: Risk Management: Alcohol/Drugs)

### **Intake process:**

During intake process, clients will be asked to provide personally identifiable information, submit to a national criminal background, consent to the search of any belongings they bring with them to the shelter, launder all clothes they bring with them, and submit to assessments for various kinds of services. Individuals who are currently listed on a sex offender registry, who have violent criminal history within the last 10 years, or who have other criminal history within the last 4 years that suggests that they may be a danger to themselves or others in the shelter, will not be housed in the shelter. BAHS is committed to working with community groups to house individuals in these categories in safe, alternate locations.

**Shelter programming:**

For family units:

BAHS provides short-term shelter, food and case management services to homeless families. We can shelter up to 3 families at a time. Each family may remain in the shelter for 30 days per calendar year. With case management staff approval, two 30 day extensions may be granted to each family for a total of 90 days per calendar year.

Each family is provided at minimum, private quarters, one meal a day, shower, kitchen and laundry facilities and enrichment activities. Case managers work with each family to assist with housing and employment searches, while helping to remove a myriad of other barriers.

Families awaiting placement in shelter are eligible for case management so long as they remain on the family shelter waiting list.

For single men and women:

BAHS provides short-term shelter for single homeless women and men (age 18 or older). The facility may accommodate up to 12 single women and 16 single men per night; shelter is granted on a first-come, first-serve basis. An individual's stay is limited to 30 days per calendar year, but they may receive up to two 30 day extensions with the approval of case management staff for a total possible stay of 90 days per calendar year. In addition to shelter and case management, men and women are provided one meal a day, shower and laundry facilities and skill-building workshop.

**For individuals with disabilities:**

Baraboo Area Homeless Shelter shall take all appropriate and reasonable steps to ensure the accessibility of the facility and its programs to individuals with disabilities.

All BAHS facilities shall be compliant with the provisions of the Americans with Disabilities act.

No person shall be denied services in any BAHS program due to disability or illness such as HIV/AIDS.

**For LGBTQIA individuals:**

Baraboo Area Homeless Shelter shall take all appropriate and reasonable steps to ensure a safe and comfortable shelter facility for LGBTQIA persons. No person shall be denied services in any BAHS program due to sexual orientation.

**Confidentiality:**

**Policy:** People seek help from BAHS when they have special needs which may range from fairly simple to painfully difficult. Their need for service and the help that can be given is determined through sharing factual and personal information. For this to be effective, there must be trust that BAHS will hold the shared information confidential.

Therefore, the commitment to confidentiality extends to all BAHS employees, subcontractors, and volunteers. It includes the knowledge that a person is or has been a recipient of service. Principles of confidentiality and how these are carried forward will be part of the orientation of each new employee, member of the board of directors, and other volunteers. As a general principle, no information about individuals receiving BAHS services will be disclosed outside of the organization except when informed written consent has been obtained from the service recipient. BAHS will cooperate with lawful court orders to disclose information regarding clients including search warrants and warrants for arrest in a way that minimizes disruption of services at the shelter.

Notwithstanding any other provisions of these guidelines, BAHS will comply with all state and municipal laws requiring reporting to governmental agencies of instances of child abuse. Failure to comply with such laws can result in criminal sanctions.

**Visitors:**

BAHS does not allow visitors in shelter facility who are not active clients, with the exception of program-related outside personnel cleared by staff.

## **RISK MANAGEMENT**

### **Weapons**

**Policy:** BAHS prohibits all staff, clients and visitors from bringing onto the premises any firearms, ammunition or explosive device or any weapon as defined by federal, state or municipal laws or ordinances.

**Procedure:**

1. Please refer to Transportation Security Administration for a complete list of prohibited carry-on items; for operational purposes these items are considered "weapons".
2. Clients in possession of any of the above listed items must not bring them onto BAHS property. Those in possession of such item for work purposes must disclose their possession of the item immediately to staff. Arrangements may be made accordingly.
3. All bags carried into the building by staff, clients or visitors are subject to search by staff on duty.
4. Any comments made to staff regarding weapons will be taken seriously and investigated appropriately. Investigation may include search of bags, rooms, offices, or personal property. A senior staff person will be notified if such a search appears necessary.
5. Any staff found to be in possession of a weapon will be immediately suspended pending disciplinary action up to and including termination.
6. Any client found to be in possession of a weapon will be immediately discharged from the program. If a client refuses to leave, police will be called to escort the client from the property.
7. Any visitor found to be in possession of a weapon will be immediately escorted out of the building, and will not be allowed to return. If the visitor refuses to leave, police will be called to escort the person from the property.
8. Any incident involving a weapon will be documented by senior staff on duty by completing an incident report and distributing the report to senior staff and members of the Board of Directors.
9. Records will be maintained by the administration with the names of individuals who are barred from the property because of weapon possession.

**Under the Influence of Alcohol/Drugs**



Harm reduction principles will guide the operation of Baraboo Area Homeless Shelter. BAHS will not deny services to community members who appear under the influence of alcohol or drugs unless safety of self or others is compromised.

Procedure:

1. Degree of impairment (at the discretion of shelter staff/supervisor)
  - a. Single residents who appear under the influence of drugs/alcohol, but are not behaviorally challenging/inappropriate may remain in the shelter (i.e. return to their room/sleeping area).
  - b. Residents who appear under the influence of drugs/alcohol, but are severely disruptive to shelter residents and staff, may need to be escorted by non-emergency police to detox. If children are involved, CPS may be contacted.
2. Consult with a supervisor, if necessary.
3. Document in client file and logbook.
4. Issue a verbal or written warning when appropriate.
5. Communicate/collaborate with client's case manager.
6. Clients who appear under the influence shall reschedule their case management appointment.
  - a. Document in case file
  - b. Issue a verbal or written warning when appropriate.
7. At any time, clients who appear under the influence may be suspended from shelter for a given period of time at the discretion of shelter staff.

State Bar of Wisconsin Form 1-2003  
WARRANTY DEED

Document Number

Document Name

DOCUMENT #: **1184220**

Recorded: 08-09-2019 at 09:46 AM  
BRENT BAILEY, SAUK COUNTY REGISTER OF DEEDS  
REGISTRAR'S OFFICE  
Sauk Co, WI  
RECEIVED FOR RECORD  
Fee Amount: \$30.00  
Transfer: \$449.70

This document has been filed electronically

THIS DEED, made between Acker Five LLC

\_\_\_\_\_  
("Grantor," whether one or more),  
and TMBT Properties LLC

\_\_\_\_\_  
("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Sauk County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Lot 10, Parkside Subdivision, in the City of Baraboo, Sauk County, Wisconsin.

BLAINE SIGAFOOSE  
Notary Public  
State of Wisconsin

Recording Area

Name and Return Address  
TMBT Properties LLC  
201 8<sup>th</sup> Ave  
Baraboo, WI 53913

File# 19NW01695

206-2745-01000

Parcel Identification Number (PIN)

This is not \_\_\_\_\_ homestead property.  
(is) (is not)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: municipal and zoning ordinances and agreements entered thereunder, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing.

Dated August 8, 2019

Acker Five LLC

Acker Five LLC

William A. Acker Member (SEAL) Sally A. Acker Member (SEAL)  
\* William A Acker, Member \* Sally Acker, Member

\_\_\_\_\_  
\* \_\_\_\_\_ (SEAL) \* \_\_\_\_\_ (SEAL)

## AUTHENTICATION

Signature(s) \_\_\_\_\_  
authenticated on \_\_\_\_\_

## ACKNOWLEDGMENT

STATE OF WISCONSIN )  
DANE ) ss.  
COUNTY )

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Charlotte. Reimer - Nations Title

Personally came before me on August 8, 2019,  
the above-named William A Acker and Sally Acker

to me known to be the person(s) who executed the foregoing  
instrument and acknowledged the same.

Blaine Sigafosse  
Notary Public, State of \_\_\_\_\_  
My Commission (is permanent) (expires: 8-22-15)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

© 2003 STATE BAR OF WISCONSIN

FORM NO. 1-2003

\* Type name below signatures.

## COMMERCIAL LEASE AGREEMENT

THIS AGREEMENT is made by and between TMBT, LLC, a limited liability company, Lessor and Baraboo Area Homeless Shelter, Lessee:

WITNESSETH THAT Lessor is the owner of the commercial premises located at 1200 Silver Circle, City of Baraboo, Sauk County, Wisconsin.

**Section 1. Premises.** In consideration of the rents and the mutual covenants contained herein, Lessor does hereby lease and Lessee hereby leases from Lessor, the real estate described as 1200 Silver Circle (consisting of 4,784 square feet) hereinafter referred to as the "leased unit." "Leased unit" is essentially the entire commercial property. The Leased unit is being leased on as is condition.

**Section 2. Term.** The term of this lease shall commence November 15, 2019 and ending November 14, 2021 unless extended or sooner terminated as provided herein. Year two (2) rent will increase by CPI (Consumer price index).

**Section 3. Options – Regarding Additional Terms.** Each party may, at their option, renew this agreement for one additional Two (2) year term. Rent shall be adjusted yearly by CPI. (Consumer price index) Three months prior to the end of any term, the Lessee shall notify the Lessor in writing of its intent to renew the lease for an additional term or to terminate the lease. If Lessee exercises its right to terminate, it shall pay to Lessor, in a lump sum and within one week of providing notice of termination, the final three months of rent. If Lessee notifies Lessor in writing of its intent to renew the lease for an additional term, the Lessor may either, deny the renewal or agree to renew the lease for an additional term. If the Lessor denies the renewal, notice shall be provided to Lessee in writing. On receipt of the denial, Lessee shall pay to Lessor the final three months of rent in a lump sum. If the Lessor accepts the notice of renewal for another term, Lessor shall send to Lessee correspondence approving the renewal and outlining adjustments in rent owed (or other adjustments to this agreements to which the parties may mutually agree in writing) which will apply to the new term.

**Section 4. Fixed Rent.** During the initial term of this lease, beginning with the commencement date, the Lessee agrees to pay the Lessor, without any deduction or offset, a monthly rent of \$1,250.00. Such fixed rent shall be payable in equal monthly installments in advance on the first business day of each month during the term hereof. In the event occupancy commences on a day other than the first day of the month, Lessee shall pay, in advance of occupancy, the prorata rent for that month and thereafter the rent shall be payable as aforesaid. All payments of rent shall be made to the Lessor at Lessor's office or at such other place as Lessor may designate in writing.

**Section 5. Charges to be paid by Lessee.** Lessee charges are triple net "including but not limited to" all common area charges, real estate taxes, and property insurance on Lessor property, attributable to the Leased Unit. Lessor to be responsible for Management Fee and all structural repairs to premises.

**Section 6. Utilities.** All utilities, including internet services shall be payable by the Lessee.

**Section 7. Security Deposit.** Lessee shall pay a security deposit of \$1,000.00 to Lessor prior to occupancy. Lessor shall hold the security deposit in a non-interest bearing account and may use the security deposit to offset the cost of any default by Lessee under the terms of this lease.

**Section 8. Use of Premises.** Lessee agrees that it will use the Leased Unit for the purpose of conducting thereon a not for profit business in compliance with all applicable authorities, and for no other purpose without Lessor's written consent. Lessee agrees to conduct their business in a manner to assist in maintaining a professional image for the property as a whole. No part of the Leased Unit shall be occupied or used by any person for any purpose or in any manner so as to increase insurance risk or prevent the obtaining of insurance, or so that, Lessor shall be obliged to make any addition or alteration to or in the building. The Leased Unit shall be a "no smoking" area and shall be posted accordingly by Lessee.

**Section 9. Lessor's Covenant.** Subject to the terms and conditions of this lease, Lessee shall be entitled to the quiet enjoyment of the Leased Unit.

**Section 10. Repairs and maintenance by Lessor.** Lessor shall maintain in good condition and repair the foundation, roof, structural portion of the exterior wall of the Leased Unit installed by the Lessor and all common areas as defined herein, except for repairs thereto as may be required by reason of the acts or neglect of Lessee, its employees, agents, invitees, customers, and contractors.

**Section 11. Other Maintenance and Repair.** Lessee shall at times maintain in good condition and repair the Leased Unit, including, but not limited to all walls/paint, floor coverings, windows, and lighting fixtures. Should Lessee neglect to repair or maintain the Leased Unit as required herein (normal wear and tear excepted), Lessor may (but shall not be required to) undertake any such repairs and maintenance and upon completion thereof, Lessee shall pay Lessor's reasonable costs for making such repairs and maintenance upon presentation of bills therefore. As used in this paragraph, the term repairs shall include replacements when reasonably necessary. **Tenant shall keep premises free of all rodents/pests/bedbugs and will be responsible for any extermination costs in removing said rodents/pests/bedbugs caused by Tenant's actions. Fumigation for rodents/pests/bedbugs to be done 4 times per year.**

**Section 12. Alterations and installations by Lessee.** Lessor shall not be obligated to make, nor be responsible for the payment of, any improvements to the Leased Unit. Lessee shall be allowed to make improvements to the interior of the Leased Unit, that are reasonably necessary for the Lessee's conduct of business, which cost shall be fully borne by the Lessee, subject to the Lessor's prior written approval of the plans for such improvements. Lessee shall not make, or cause to be made, any alterations (other than

repairs) to Lessor's fixtures, equipment, systems or flooring located within the Leased Unit, without Lessor's written consent. Lessor shall be the sole owner of any improvements made to the Leased Unit and such ownership shall survive the termination of this lease.

**Section 13. Liens and Obligations.** Lessee shall not create or permit others to create, any lien or obligations against Lessor or the Leased Unit by reason of making or directing repairs or installing material, fixtures or equipment. Lessee further agrees to indemnify and hold the Lessors harmless from all claims and demands by any third party in any manner connected with such repairs, maintenance or installations.

**Section 14. Covenant to Hold Harmless.** Lessee agrees to indemnify and save harmless Lessor including its members, agents successors, and assigns (Lessor's Parties) against any and all claims, damages, and expenses, including reasonable attorney's fees, arising from the conduct or management of the business conducted by the Lessee in the Leased Unit or from any breach of default on part of Lessee in the performance of any covenant or agreement in this lease Agreement, or from any intentional act or negligent act or omission of Lessee, its agents, contractors, servants, employees or sub lessees. If any action or proceeding is brought against Lessor or Lessor's parties by reason of such claim, Lessee, upon notice from Lessor, covenants to defend such action or proceeding by counsel satisfactory to Lessor.

**Section 15. Insurance to be obtained by Lessee.** Lessee shall be responsible for obtaining at its expense such insurance as it may deem advisable for all contents and merchandise located in the Leased Unit together with coverage for any fixtures, equipment or work done by Lessee, and it is understood that the insurance carried by Lessor does not cover the risk of loss or damage to Lessee's property, equipment or fixtures. Further, Lessee shall maintain the following minimum amounts of public liability insurance:

\$ 100,000	Each Person
\$ 250,000	Per Accident
\$ 50,000	Per Damage

The liability insurance shall name Lessor as an additional insured. Evidence of such insurance shall be provided annually to Lessor.

Lessee shall also maintain all other insurances as may be required by law.

**Section 16. Loss or Damages.** Lessor shall not be liable for any damage to property of Lessee or of others located on Leased Unit, nor for the loss or damage to any property of Lessee or of others by theft or otherwise. Neither Lessor nor Lessor's Parties shall be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow, or leaks from any part of the Leased Unit or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by any other cause of whatever nature. Lessor shall not be liable for any damage caused by other tenants or persons in the Leased Unit,



occupants of adjacent property or the public, or caused by operations in construction of any private, public or quasi-public work. All Property of Lessee kept or stored on the Leased Unit shall be so kept or stored at the risk of the Lessee only and Lessee shall hold Lessor harmless from any claims arising out of damage to the same, including subrogation claims by Lessee's insurance carrier.

**Section 17. Destruction of Leased Unit.** If the Leased Unit is damaged or partially destroyed by fire or other casualty to the extent of less than  $\frac{1}{4}$  of the then cost of replacement thereof above foundation, the same shall be repaired as quickly as is practicable, by Lessor, except that the obligation of Lessor to rebuild shall be limited to repairing or rebuilding of Lessor's property. If the Leased Unit are so destroyed or damaged to the extent of  $\frac{1}{4}$  or more of the then replacement cost thereof, then Lessor may elect not to repair or rebuild by giving notice in writing terminating this lease, in which event this lease shall be terminated as of the date of such notice.

If Lessor shall undertake to restore the Leased Unit, it shall initiate and pursue the necessary work with all reasonable dispatch, in a manner consistent with sound construction methods.

If such damage or partial destruction renders the Leased Unit wholly untenable, all fixed and additional rent shall abate until the Leased Unit have been restored and rendered tenable. If such damage or partial destruction renders the Lease Unit untenable only in part, the fixed and additional rent shall abate proportionately as to the portion of the Leased Unit rendered untenable.

If the building in which the Leased Unit are located is destroyed or damaged by fire or other casualty to the extent of  $\frac{1}{4}$  or more of the gross rentable area thereof, notwithstanding casualty, and Lessor determines not to rebuild or repair said damage, then at the option of the Lessor or Lessee, this lease may be terminated upon thirty (30) day's written notice to the other party and thereupon this lease shall end with no liability of Lessor or Lessee and Lessee shall surrender possession and rent shall be adjusted as of the date of such termination.

**Section 18. Rent Defaults.** If Lessee defaults in the payment of any of the rents when due, Lessor may forward written notice of such default and Lessee's failure to cure such default within ten (10) days after said notice shall, at the option of the Lessor, result in a forfeiture of this lease and loss of Lessee's right to continued occupancy of the Leased Unit. Lessee shall not be released from any liability for rent hereunder by reason of Lessor's repossession of the Leased Unit or by Lessor's taking any other legal proceedings available to it upon such default, nor shall a forfeiture of this lease release Lessee from such default, nor shall a forfeiture of this lease release Lessee from continuing liability for payment of rent as herein provided.

Lessee agrees to pay a late payment charge of 2% of the total amount then in default per month, plus a charge of \$20.00 to cover Lessor's cost of such default notice.

TIME SHALL BE OF ESSENCE with respect to the timeliness of payment of fixed and additional rentals and the performance of all other terms and provisions of this lease.

**Section 19. Other Defaults.** If Lessee is in default under any of the terms or provisions of this lease, other than payment of rent, Lessee shall, upon receipt of written notice of the nature of the default, cure such default within twenty (20) days. Failure to cure any default hereunder shall result, at Lessor's option, in termination of this lease for cause which shall entitle Lessor to payment of rent for the balance of the term.

**Section 20. Lessor May Remedy Defaults.** In the event of any breach hereunder by Lessee, and in Lieu of Lessor electing to treat such default as a forfeiture of Lessee's lease and occupancy rights, as herein provided, Lessor may immediately or at anytime thereafter, after having given Lessee the requisite notice to correct the same and the time for such correction having elapsed, cure such breach for the account and at the expense of the Lessee. If Lessor at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money, or incurs any expense, including reasonable attorneys' fees, paid or incurred in enforcing Lessor's rights hereunder, the sum or sums so paid or incurred by Lessor shall be due to Lessor of the first day of the month following payment of such sums by Lessor. The option herein given to the Lessor is intended for Lessor's protection and its existence shall not release Lessee from the obligation to perform the terms and covenants herein provided to be performed by Lessee or deprive Lessor of any legal rights which it may have by reason of any default of Lessee.

**Section 21. Reentry by Lessor and Continued Liability for Rent.** If Lessee abandons or vacates the Leased Unit before the end of the term of this lease, or commits any default which Lessor, after notice, elects to treat as a forfeiture of Lessee's lease and right to continued occupancy of the Leased Unit, Lessor after notice as herein provided, may enter said premises and remove any signs of said Lessee, and re-let the as Lessor may see fit, without thereby voiding or terminating this lease. If a sufficient sum is not realized from such re-letting to equal the total rent stipulated to be paid by Lessee under the provisions of this lease, then Lessee shall pay said deficiency during each month during the remainder of the lease term, on demand' it being expressly agreed that no surrender of the Leased Unit, and no action taken on the part of Lessor to repossess itself as its former state, shall release or relieve Lessee of its continued liability for the payment of rent, unless such release be evidenced by written consent of Lessee from Lessor in connection with such reentry, reletting and related matters.

**Section 22. Surrender.** On the last day of the term of this lease or upon the earlier termination thereof for any reason, Lessee shall peaceably and quietly surrender the Leased Unit in good order, condition and repair, reasonable wear and rear expected, and shall surrender all keys to the Leased Unit to Lessor at the place then fixed for the payment of rent and shall inform Lessor of all combinations on locks, if any, in the Leased Unit. All alterations, addition, improvements and fixtures (other than those enumerated hereafter in this paragraph) which may be made or installed by either Lessor or Lessee upon the Leased Unit, and all hard surface bonded or adhesively affixed

flooring shall become the property of Lessor and shall remain upon and surrendered with the Leased Unit as a part thereof, without disturbance, or injury at the termination of the term of this lease, whether by the lapse of time or otherwise, all without compensation or credit to Lessee. At any time prior to surrender of the Leased Unit, Lessee shall repair any damage occasioned by such removals and if Lessee fails to do so without delay, Lessor may repair such damage and Lessee will pay to Lessor, on demand, the cost of effecting said removals together with the cost of repairing any damage occasioned by such removals.

Any personal property not removed from the Leased Unit prior to the surrender thereof shall be deemed abandoned, and Lessor shall have the unqualified right to keep, destroy or dispose of same.

**Section 23. Holding Over.** If Lessee continues to occupy the Leased Unit after the expiration of the lease term or any extension thereof, without the execution of a new lease, such holding over shall be deemed to constitute a tenancy from month to month, upon the terms and conditions provided herein. The fixed rent during any such holding over shall be 130% of the fixed rent in effect immediately prior to such hold over. However, nothing herein shall prevent Lessor from taking actions provided under the law to terminate Lessee's occupancy at the conclusion of the Lease Term.

**Section 24. Subordination.** Upon request of Lessor, Lessee shall subordinate its rights hereunder to the lien of any mortgage or other security interest to be placed upon the Leased Unit or provided that every such mortgage or security interest shall contain a provision that mortgage or holder of the security interest shall recognize the validity of this lease in the event of a foreclosure of Lessor's interest so long as the Lessee is not in default under the terms of this lease.

**Section 25. Notices.** If it shall become necessary or convenient for a party to serve any notice or communication upon the other party, such notice or communication shall be in writing and shall be served personally or shall be served or given by certified or registered mail addressed as follows:

TO LESSOR AT:  
TMBT, LLC  
E10890 Penny lane  
Po Box 163  
Baraboo, WI 53913  
c/o Brad Jenks bjenks@mbecpa.com

TO LESSEE AT:  
Baraboo Area Homeless Shelter  
c/o Trinity Episcopal Church  
111 Sixth Street  
Baraboo, WI 53913

Either party may at any time hereafter, by giving written notice to the other party as above provided, change its address for the serving of such notice or the name person to which such notices should be sent. If mailed as aforesaid, such notice or communication shall be deemed to have been served or given when deposited in the United States mail, addressed as aforesaid, with postage prepaid.

**Section 26. Access to Premises.** Lessor reserves the right to enter upon the Leased Unit at all reasonable hours for the purpose of inspecting the same, or making repairs, additions or alterations, to exhibit the Leased Unit to prospective tenants, purchaser, or others.

In case of an emergency and if Lessee is not present to permit entry, Lessor or any of its representatives may enter the same forcibly without rendering Lessor or its representatives liable therefore or affecting Lessee's obligation under this lease.

**Section 27. Waiver.** Waiver by Lessor of any breach of any term, covenant or condition herein contained shall be deemed to be waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

**Section 28. Accord and Satisfaction.** No payment by Lessee or receipt by Lessor of a smaller amount than any rent herein stipulated shall be deemed other than payment on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessors's right to recover the balance of such rent or pursue any remedy which would otherwise be available.

**Section 29. Assignment or Subletting.** Lessee shall not assign or in any manner transfer this lease or any interest hereunder and shall not sublet the Leased Unit or any part or parts thereof, without prior written consent of Lessor in each instance. Such consent shall not be unreasonably withheld. Lessor shall have the full right to assign its interest under this lease.

**Section 30. Rights Cumulative.** All rights and remedies of Lessor and Lessee herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law, and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

**Section 31. Partial Invalidity.** The provisions of this lease shall be deemed separable, and if any term or provision of this lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this lease shall be valid and enforceable to the fullest extent permitted by law.

**Section 32. Captions and Paragraph Numbers.** The caption and numbers appearing in this lease are inserted only as a matter of convenience and in no way define or limit, the scope or intent of such sections neither of this lease, nor in any way affect this lease.

**Section 33. Consents by Lessor.** Whenever provision is made herein for Lessee securing the written consent or approval of Lessor, such consent or approval will not be unreasonably withheld.

**Section 34. Successors and Assigns.** This lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns, except as otherwise herein specifically provided.

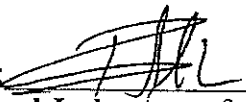
**Section 35. Entire Agreement.** This lease sets forth all representations, agreements and understanding between Lessor and Lessee concerning the Leased Unit. Except as herein otherwise provide, no subsequent amendment, change or addition to or of this lease shall be binding upon Lessor or Lessee, unless the same is reduced to writing and signed by the parties.

**Section 36. Conditional Use Permit.** Lessor shall not hold Lessee to the terms of this lease if the Lessee is denied a conditional use permit by the City of Baraboo; in the event that a conditional use is denied, this lease agreement shall be terminated, and Lessee shall be responsible for no further payments to the Lessor, including rent, after the date of said termination. The Lessee shall make every effort to obtain such permit and, if denied, shall appeal through the City's established appeals process. The Lessee shall finally be responsible for notifying the Lessor in writing once all appeals have been exhausted, and the lease shall be terminated on that date.

**In Witness whereof,** the parties hereto have caused this instrument to be signed and sealed on the 9<sup>th</sup> day of September 2019.

**TMBT, LLC**  
(LESSOR)

Date: 9/9/19

By:   
Brad Jenks, Agent for Landlord

**Baraboo Area Homeless Shelter**  
(LESSEE)

Date: 9/9/19

By:   
The Reverend David Mowers, President



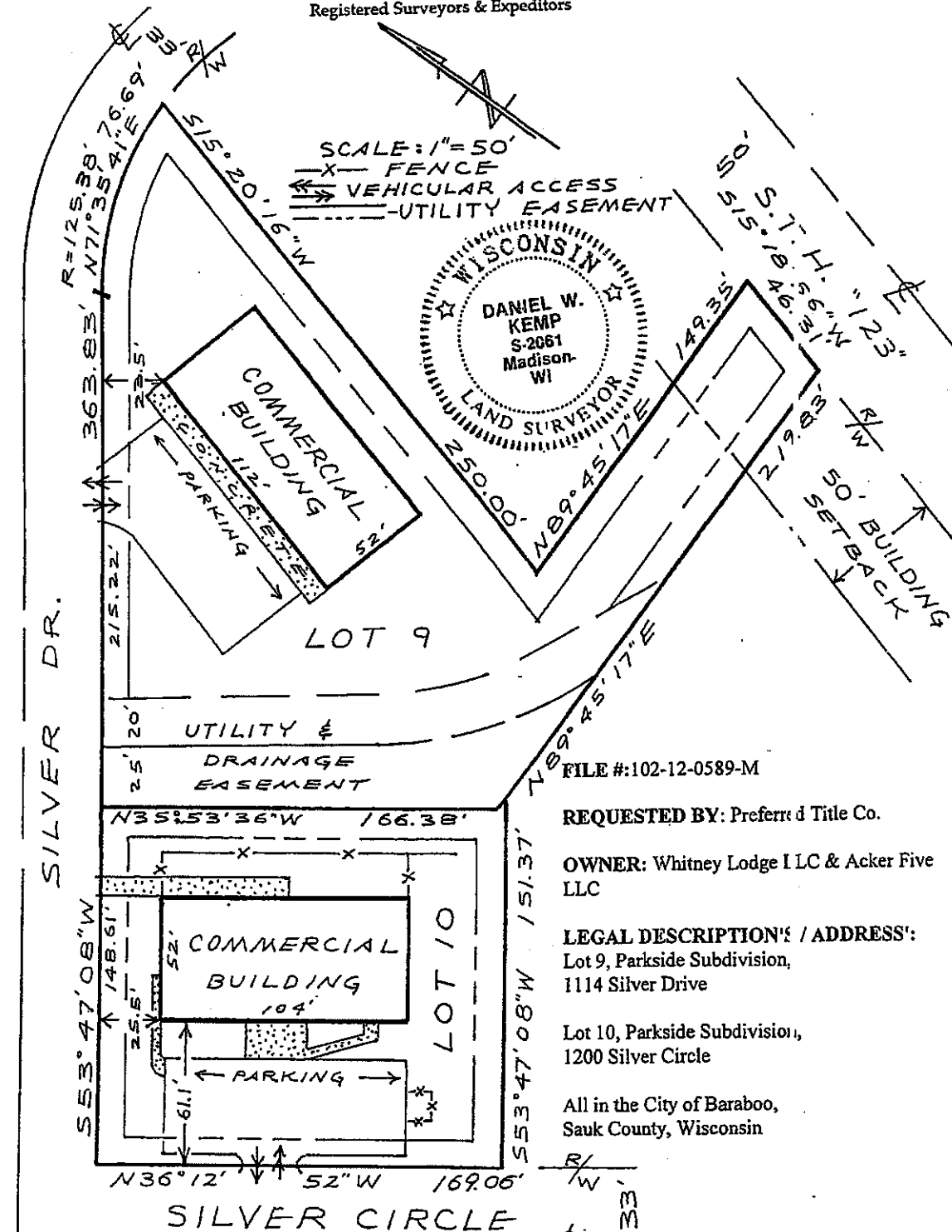
# Madison Survey Associates, Inc.

101 Nob Hill Road, Suite 104  
Madison, WI 53713

608-276-8886

F: x 276-8883  
Mobi e 575-6553

Residential and Commercial Mortgage Inspections and Surveys  
Registered Surveyors & Expeditors



I have inspected the above described property and to the best of my knowledge and belief the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and dimensions of all permanent structures thereon, fences, apparent easements and roadways, and visible encroachments, if any.

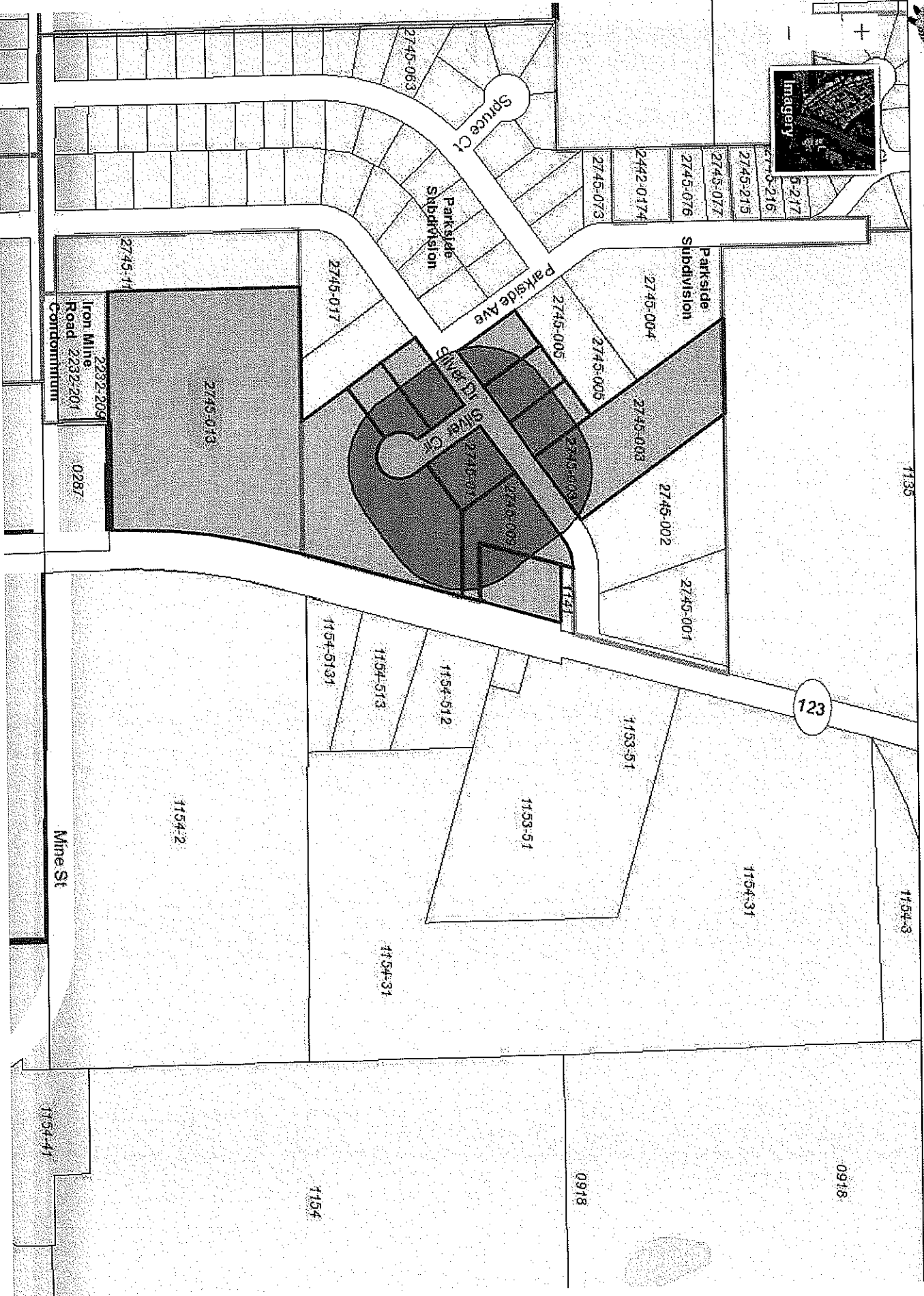
This inspection is made for the exclusive use of those who mortgage or guarantee title to the above within (1) one year from the date hereof; and as to them I certify the accuracy of said inspection and map, and with their agreement has been made that the requirements of Wisc. Admin. Code [AE 7.01 (3), (5)bc & d, and (6)] are waived as per AE 7.01. This inspection is not intended for future construction purposes and is performed according to description furnished.

Dated this 3 Day of Dec, 2002 Surveyor Daniel W. Kemp

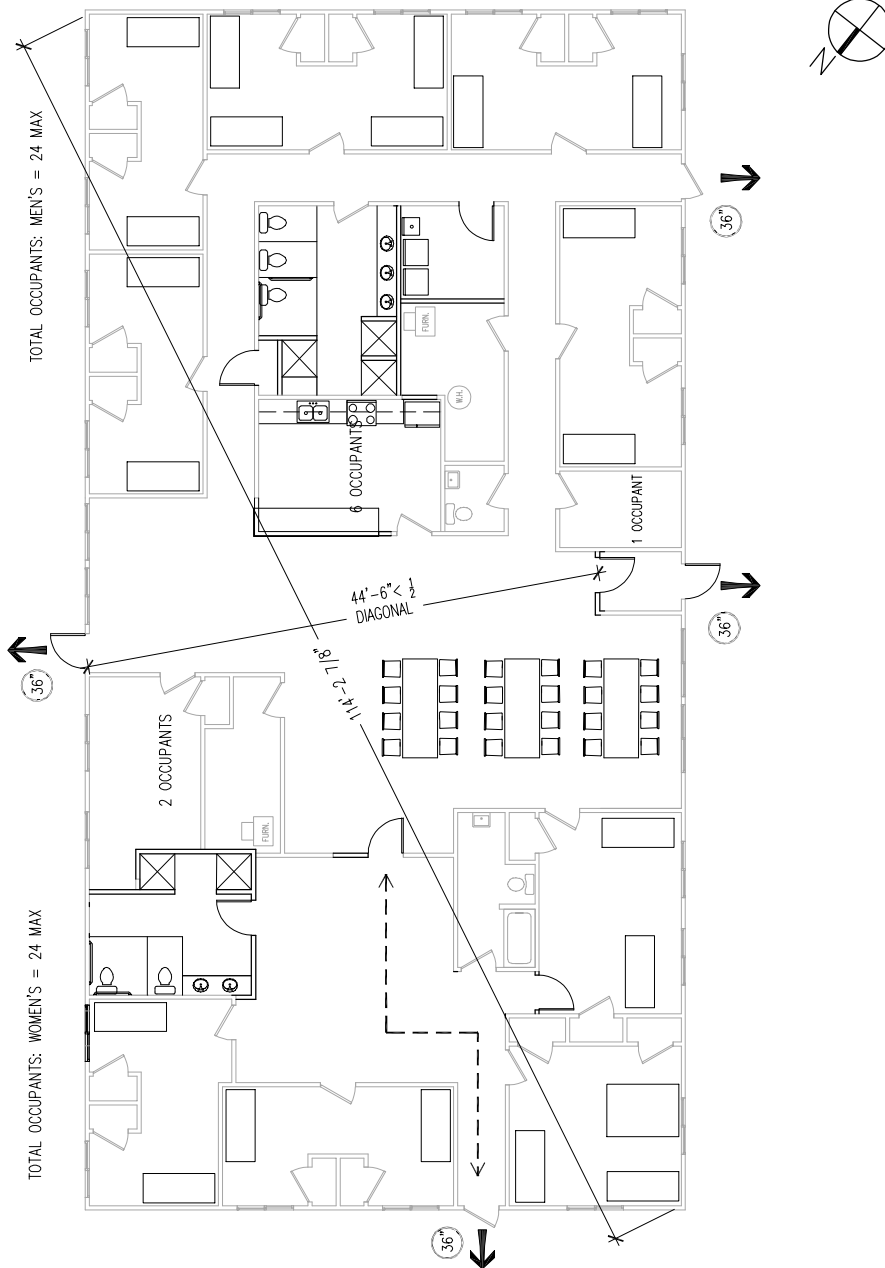










# Sauk County Public Notification

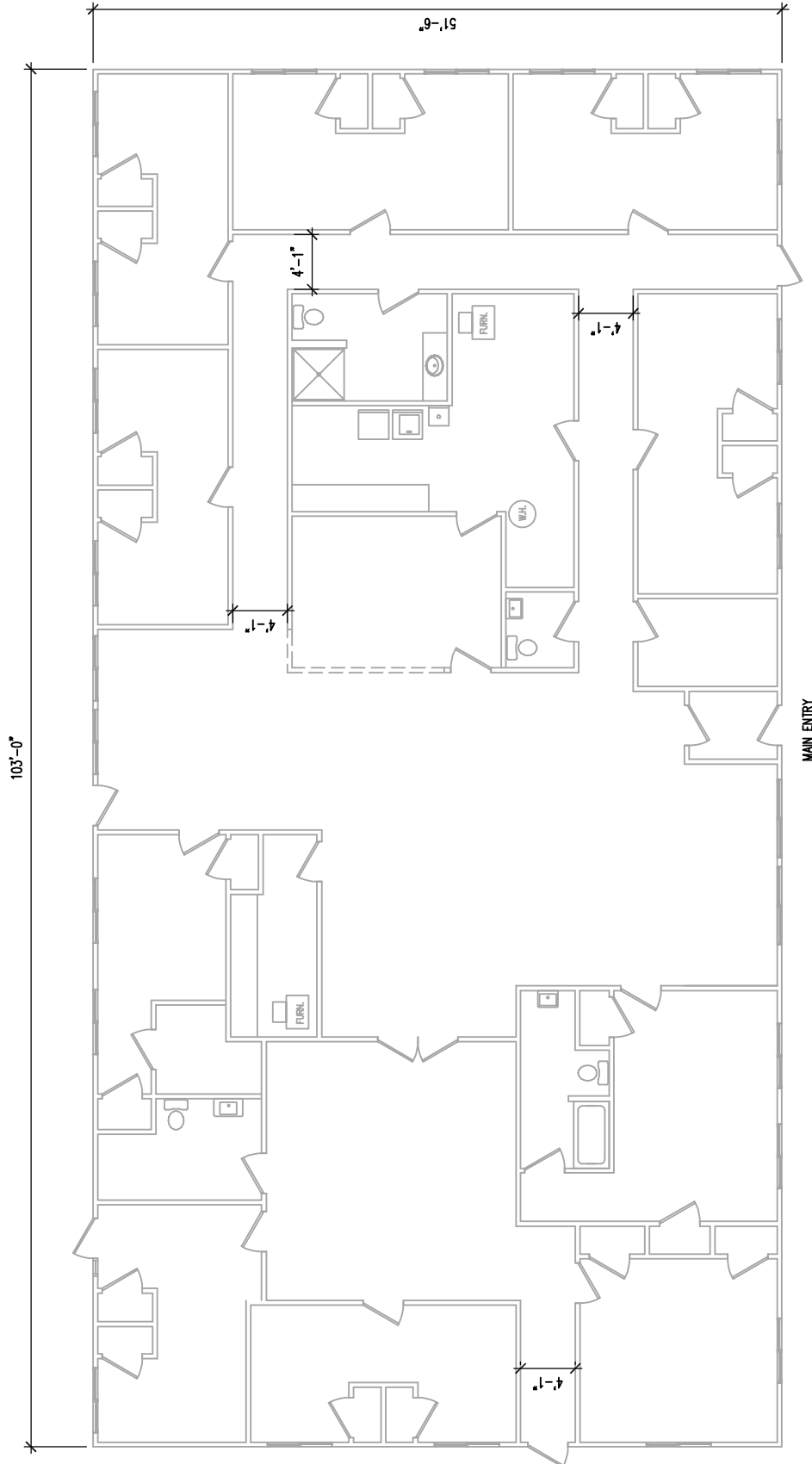






BUILDING DATA	
OCCUPANCY CLASSIFICATION	IBC CHAPTER 3, TYPE "R1" – RESIDENTIAL TRANSIENT – CHANGE OF USE OCCUPANCY FROM I-1 TO R-1
CONSTRUCTION TYPE	EXISTING
SPRINKLERED	SPRINKLERED WITH FIRE ALARM
SEISMIC ZONE	NOT APPLICABLE
NUMBER OF STORIES	ONE
SQUARE FT PER FLOOR	5,300 GSF
ALTERATION TYPE	LEVEL 2 PER IBC
MEANS OF EGRESS	
OCCUPANT LOAD	
FIRST FLOOR	57 TOTAL – SEE PLAN
CORRIDOR WIDTH REQ'D	57 OCCUPANTS (2) = 11.4" = 49" EXISTING
EXIT DOOR WIDTH REQ'D	57 OCCUPANTS (2) = 11.4
EXIT DOOR WIDTH PROVIDED	144"
NOTES:	EXITS SIGNS LOCATED PER CODE SLEEPING ROOM DOORS TO RECEIVE NEW HANDLES & CLOSERS
PLUMBING FIXTURES REQ.	PER IBC TABLE 2902.1 = 1 TOILET PER 10 OCCUPANTS (SHELTER) = 1 SHOWER PER 8 OCCUPANTS (SHELTER)
TOILETS PROVIDED	MENS = 3 (3 REQD.) WOMENS = 3 (3 REQD.) STAFF = 1 (1 REQD.)
SHOWERS PROVIDED	MENS = 3 (3 REQD.) WOMENS = 3 (3 REQD.) STAFF = NA ★ PROVIDE (1) TRANSFER SHOWER AT WOMENS AND MENS
SERVICE SINK	1 REQUIRED 1 PROVIDED

Graphic Symbols:	
BUILDING EXIT TO GRADE	
EGRESS WIDTH	
EGRESS PATH	
EXISTING WALLS	
NEW WALLS	
EXISTING DOOR TO REMAIN	



## BARABOO AREA HOMELESS SHELTER

### EXISTING PLAN PLAN

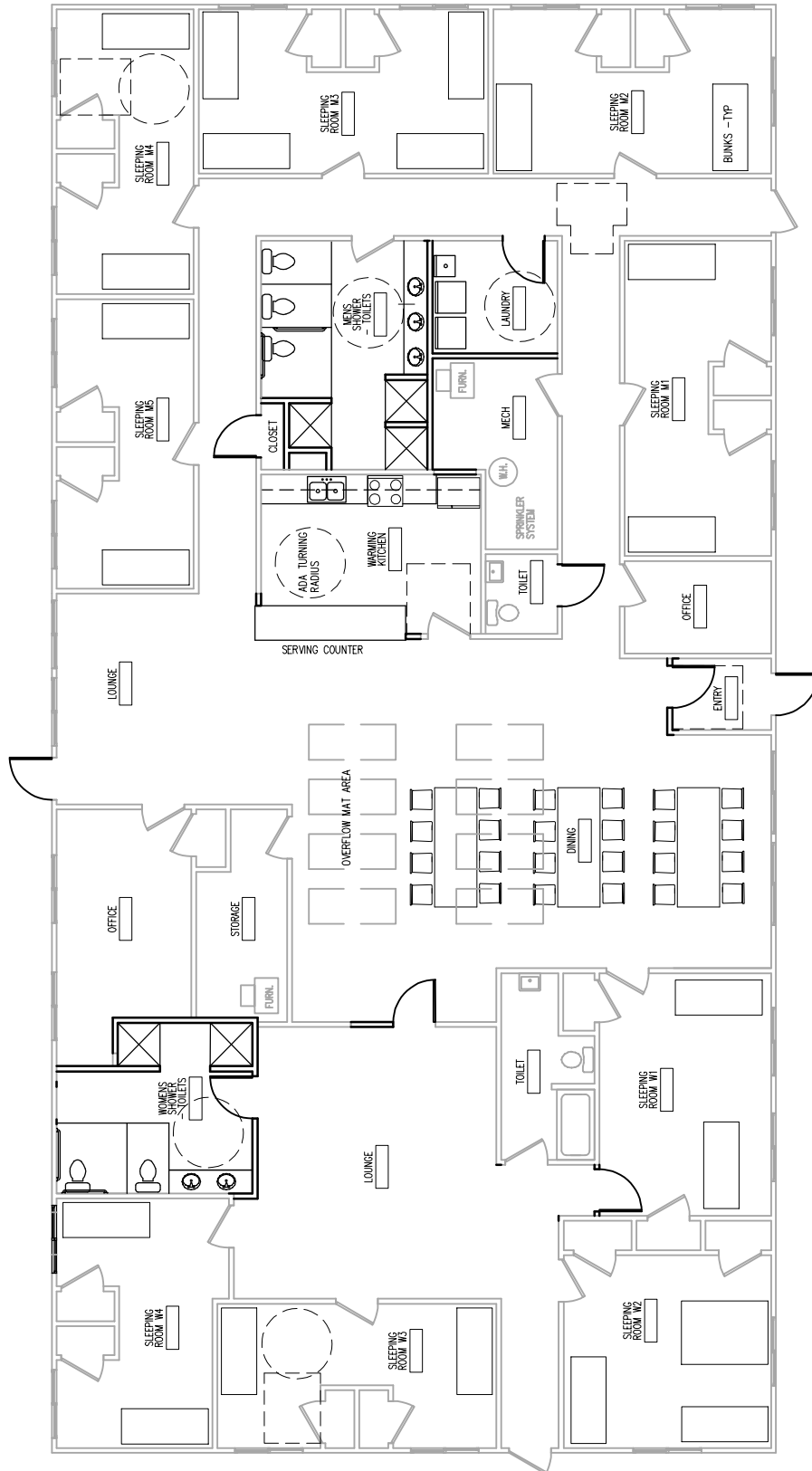
Scale: 1/8" = 1'-0"

October 10, 2019

Engberg Anderson Project No. 193071



MILWAUKEE | MADISON | TUCSON | CHICAGO



## BARABOO AREA HOMELESS SHELTER

### PRELIMINARY LAYOUT PLAN

Scale: 1/8" = 1'-0"


October 10, 2019

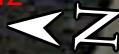
Engberg Anderson Project No. 193071



# Baraboo Area Homeless Shelter


## Legend

 1200 Silver Cir



10 TOTAL STALLS

90 ft

 1200 Silver Cir





City of Baraboo  
101 South Blvd.  
Baraboo, WI 53913  
(608) 355-2730 phone  
(608) 355-2719 fax

## SIGN PERMIT APPLICATION

Permit # \_\_\_\_\_  
Fee Paid \$ 250.00  
Receipt # 2001683

Date of Application: 7-30-19

1. Applicant Name: MBE CPAs

Address: PO Box 163 Baraboo, WI 53913

Phone: 608-356-7733 Email: hbrandt@mbecpa.com

2. Property Owner Name: Tim Moy

Owner Address: PO Box 163 Baraboo, WI 53913

Owner Phone: 608-356-7733 Owner Email: hbrandt@mbecpa.com

3. Address of Site: 201 8<sup>TH</sup> AVE

4. Parcel Number of Site: \_\_\_\_\_

5. Accurate legal description of site (state lot, block, and recorded subdivision or metes and bounds description): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Name of persons/company erecting the sign: SIGNARAMA, APPLETON /

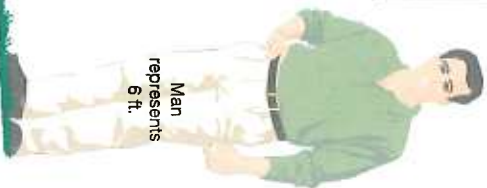
RAINBOW SIGNS, WIS DELLS

Address: 2428 W. NORDALE DR APPLETON, WI 54914

Phone: 920-739-7446 Email: rainsign@hotmail.com

7. Attach a scale drawing of the proposed sign showing the sign dimensions, the materials to be used, lettering, colors and type of illuminations, if any, and the method of construction and attachments.

8. Attach a scale site drawing of the proposed sign location on the site, location of lot lines, existing buildings, and existing signs on the same property.



## Specifications

### Moy Borchert - New Cabinet w/EMC

- New custom aluminum cabinet with (2) custom aluminum channel cabinets with internal LED lighting, polycarbonate faces and translucent vinyl graphics.
- Tenant Panels - .080 black aluminum panels mounted to front of cabinet with 1/2" standoffs. (REMS to be vinyl).
- 10mm electronic message center with 60x180 matrix or 16mm with a 36x108 matrix.

Existing Sign - 3 tenant panels  
(2) 8'(w) x 2'(h), (1) 8'(w) x 3'(h)



Client \_\_\_\_\_

## Rainbow Signs

Project \_\_\_\_\_  
14278Q \_ New EMC Upgrade

Date: 6/10/2019  
File Name: 14278Q \_ New EMC  
Page: 1  
Revision: 4  
Scale: 1:10  
File Drawn By: Travis T.

**Signarama** Appleton  
The way to grow your business.

920.739.7446

2428 W. Nordale Dr.  
Appleton, WI 54914

Signarama-Appleton.com

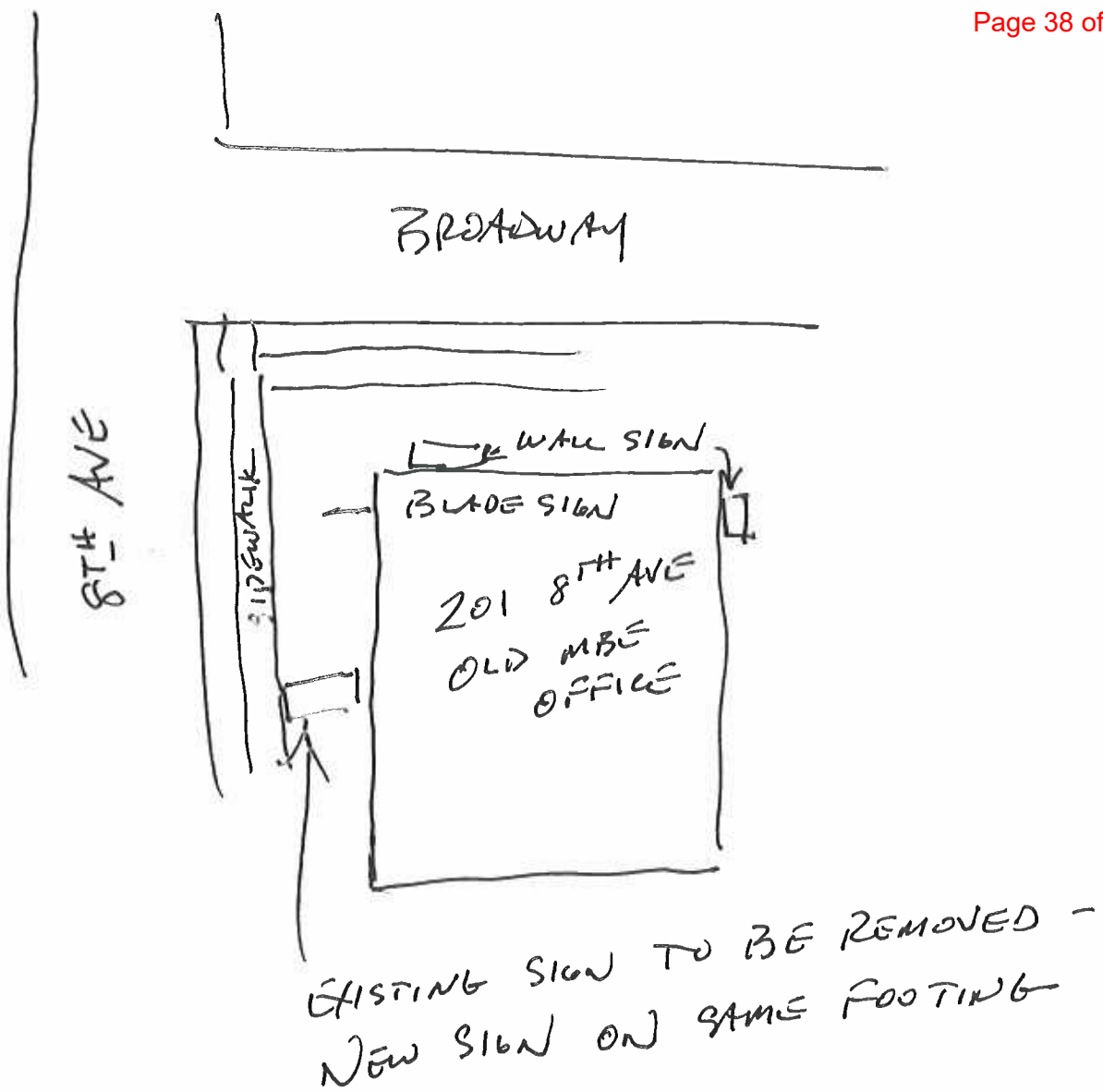


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SIGNARAMA-FOND DU LAC  
FLYWAY SIGNS & LIGHTING







For Office Use:	Date	Date
<input type="checkbox"/> Application given by _____	_____	<input type="checkbox"/> Referred to Council _____
<input type="checkbox"/> Received by Bldg. Inspector _____	_____	<input type="checkbox"/> Public Hearing Set _____
<input type="checkbox"/> Fee received by Treasurer _____	_____	<input type="checkbox"/> Date Notices Mailed _____
<input type="checkbox"/> Building Inspector Certification _____	_____	<input type="checkbox"/> Public Hearing Published _____
<input type="checkbox"/> Filed with City Clerk _____	_____	<input type="checkbox"/> Public Hearing Held _____
<input type="checkbox"/> Referred for Staff Review _____	_____	<input type="checkbox"/> Council Action _____

**City of Baraboo**

101 South Blvd.

Baraboo, WI 53913

(608) 355-2700 phone

608 356-9666 fax

**PETITION FOR CHANGE IN ZONING CODE**

(A non-refundable \$250 fee must accompany this application upon filing.)

**FOR TREASURER USE**

Receipt # \_\_\_\_\_

Account # 100-22-4440

Date of Petition: 10-8-19

The undersigned, hereby petition the City of Baraboo Plan Commission and Common Council as follows:

- Name of petitioner: JERZY MAJ
- Address of petitioner: 54169 WHISPERING PINES DR
- Requested zoning change: to I3 or I4  
(See attached exhibit)
- Brief description of present use of site and structures thereon: VACANT  
PARCEL # 1152-90000
- Brief description of any proposed change in use or structures if request for zoning change is granted (include change in number of employees):  
NEW CONSTRUCTION, STORAGE BLD.  
AND RETAIL GROCERIES
- The following arrangements have been made for serving the site with municipal sewer and water: \_\_\_\_\_
- A scale map or survey showing the location, boundaries, dimensions, uses, and size of the site and its relationship to adjoining lands is attached. The map or survey shows the approximate location of existing structures, easements, streets, alleys, loading areas and driveways, off street parking, highway access and access restrictions, existing street, side and rear yards, surface water drainage, grade elevations and the location and use of any lands immediately adjacent to each of the boundaries of the site and extending 200 feet therefrom, plus the location of any existing structures on each such identified parcel. The name and address of each owner is attached.

WHEREFORE, the undersigned property owners hereby state that the foregoing information and all attachments to this Petition are true and correct to the best of our knowledge.

Dated this 8 day of OCTOBER, 2019.

Petitioner

Petitioner

# 608 415 2555

proscapeslavalle@aol.com

I have reviewed this application for completeness:

Date: \_\_\_\_\_

Zoning Administrator: \_\_\_\_\_



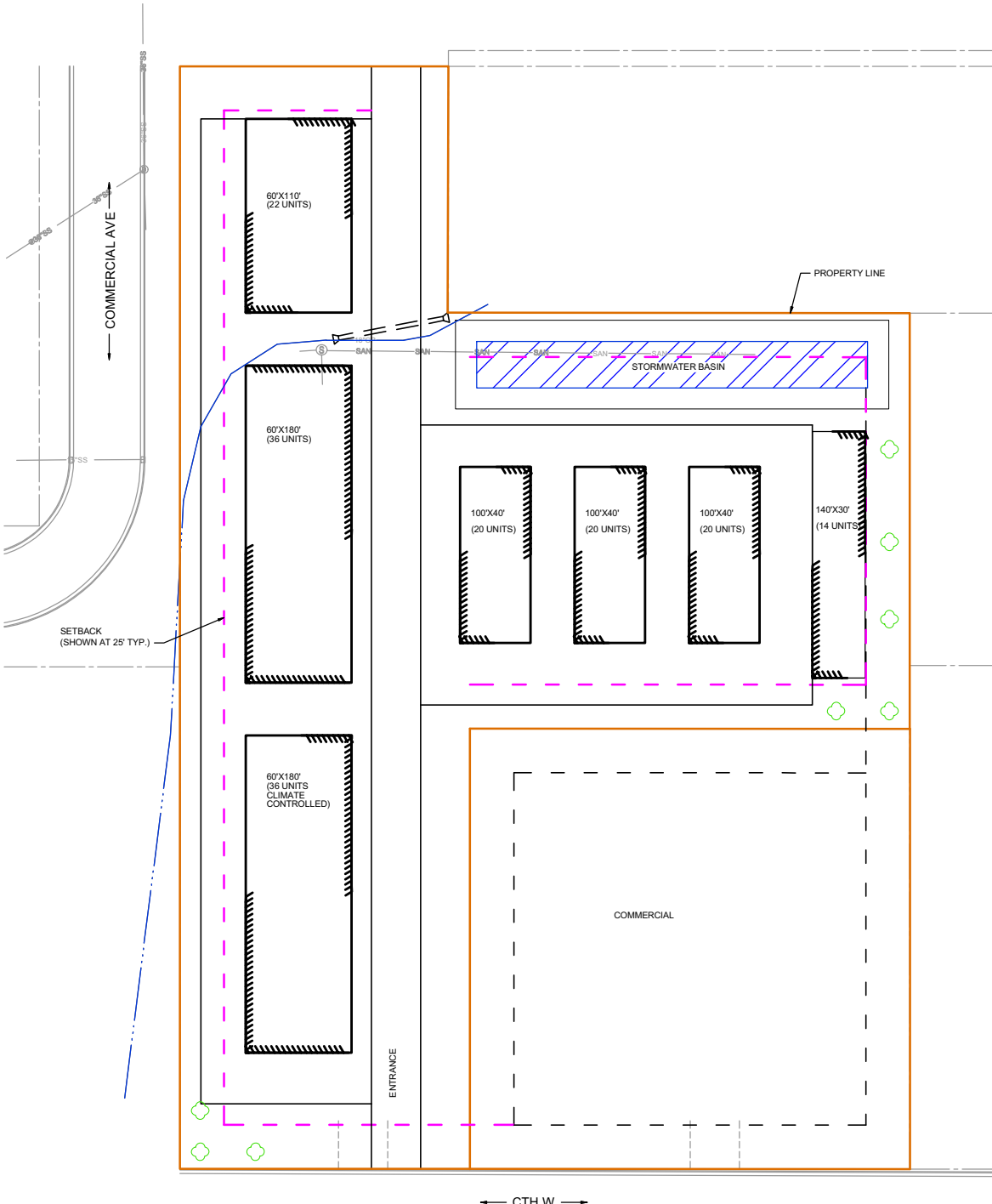
	NO.	DATE	REVISION	BY
PROJECT DATE	DRAWN BY: hml	-	-	-
	DESIGNED BY: hml	-	-	-
	CHECKED BY: hml	-	-	-
C:\OT DATE 10/26/2014 2:20 PM Q:\2070854\20810400\2070854\Drawings\DWG\2070854\00610001-Exhibit Item				

**MSA**  
ENGINEERING | ARCHITECTURE | SURVEYING  
PLANNING | PLANNING | ENVIRONMENTAL  
11000 W. 11TH AVENUE, SUITE 100  
DENVER, CO 80202  
(303) 755-2771 www.msa-ps.com

MAU DEVELOPMENT

EXHIBIT

20624000



← CTH W →

**17.28 B-2 NEIGHBORHOOD BUSINESS DISTRICT.** (2514 03/12/19)

- (1) **PURPOSE.** The B-2 Neighborhood Business District is established to provide for sewer commercial activities having minimal visual and physical impacts on neighboring residences. These impacts include off-street parking, traffic flow and hazards, odors, hours of operation, and quality of life.
- (2) **PRINCIPAL PERMITTED USES.**
  - (a) Bed and Breakfast establishments.
  - (am) Pet Grooming.
  - (b) Cemeteries, crematoriums, and funeral homes.
  - (c) Churches.
  - (d) Colleges or universities.
  - (e) Community living arrangements.
  - (f) Dry cleaning establishments.
  - (g) Eating establishments (TYPE 1).
  - (h) Florists.
  - (i) Funeral homes.
  - (j) Hospitals, nursing homes.
  - (k) Libraries.
  - (l) Museums.
  - (m) Neighborhood community centers.
  - (n) Nursery, elementary and secondary schools, whether public, private or parochial.
  - (o) Parks or playgrounds.
  - (p) Professional Offices.
  - (q) Residential units above B-2 businesses.
  - (r) Clinics.
  - (s) Beauty shops, barber shops and accessory uses such as manicuring and tanning beds.
  - (t) Tanning salons.
  - (u) Paint, glass, wallpaper stores.
  - (v) Electrical supply and repair shops.
  - (w) Automobile sales/service establishments.
  - (x) Cabinet shops.
  - (y) Glass shops.
  - (z) Travel Agencies.
  - (aa) Bakeries.
  - (ab) Bicycle shops (sales and repairs).
  - (ac) Gift shops.
  - (ad) Hobby shops.
  - (ae) Photographic equipment/supply stores.
  - (ace) Pet Grooming.
  - (af) Boat sales.
  - (ag) Plumbing, fixture and supply stores, not including outdoor storage.
  - (ah) Trailer sales/rental establishment, not including manufactured homes.
  - (ai) Business offices and services.
  - (aj) Photographic studios.
  - (ak) Real estate offices.
  - (al) Caterers.
- (3) **ACCESSORY USES.**
  - (a) Essential services.
  - (b) Gazebos.
  - (c) Parking areas directly related to the business.
  - (d) Satellite dish antennas.
  - (e) Swimming pools with accessory structure.
- (4) **CONDITIONAL USES.**(2509 02/26/19)
  - (a) Club houses or lodges.
  - (b) Commercial greenhouses.
  - (c) Copy shop.

- (d) Gift shops.
- (e) Group development. (1983 07/27/99)
- (f) Home occupations.
- (g) Laundromats.
- (h) Locksmiths.
- (i) Professional offices.
- (j) Shoe repair shops.
- (k) Tailors and dressmakers.
- (l) Convenience stores.
- (m) Eating establishments - TYPE 1 with drive-thru and/or pickup services.
- (n) Credit agencies.
- (o) Credit reporting and collection establishments.
- (p) Financial institutions.
- (q) Public administration facilities.
- (r) Tax return preparation establishments.
- (s) U.S. Postal Offices.
- (t) Antique and collector stores.
- (u) Automotive part stores.
- (v) Janitorial supplies.
- (w) Locksmiths.
- (x) Music stores.
- (y) Office equipment and supply stores.
- (z) Radio/TV repair shops.
- (aa) Sporting and athletic good stores.
- (ab) Video rental stores.
- (ac) Optical stores.
- (ad) Delicatessens.
- (ae) Civic, social and fraternal associations.
- (af) Schools (professional, business, technical).